

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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LG CAPITAL FUNDING, LLC,

Plaintiff,

-v-

EXELED HOLDINGS INC,

Defendant.  
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17-cv-4006 (LJL)

FINAL JUDGMENT

LEWIS J. LIMAN, United States District Judge:

In this matter, having been commenced on May 26, 2017, by filing of a Summons and Complaint, the Court finds as follows:

1. On September 28, 2018, this Court granted Plaintiff's Motion for Summary Judgment as to liability on Plaintiff's claim for breach of contract but denied summary judgment on Plaintiff's claim for anticipatory breach of contract and for damages. Dkt. No. 68.
2. On April 15, 2019, Defendant's counsel moved to withdraw as counsel, which the Court granted, while ordering Defendant to retain new counsel by the trial date. Dkt. Nos. 78, 79, 80, 81, 82, 83.
3. Defendant failed to do so, and default was entered against Defendant as to its liability for Plaintiff's claim for anticipatory breach of contract. Dkt. No. 85.
4. This Court then referred the matter to the Honorable Magistrate Judge Ona. T. Wang for an inquest on damages. Dkt. No. 86.
5. Following briefing, Magistrate Judge Wang issued a Report and Recommendation, Dkt. No. 101, which the Court declined to adopt, Dkt. No. 107.
6. On October 25, 2021, the Court directed Plaintiff to submit a Proposed Judgment, letter in support, and request for attorneys' fees adjusted per the findings in the Order. Dkt. No. 107.

7. Plaintiff submitted the same on November 5, 2021. Dkt. Nos. 108, 109, 110, 111.
8. On November 15, 2021, the Court issued an Order to Show Cause directing Plaintiff to either: (a) submit a letter explaining why any assumptions made in the Court's calculations in the Order to Show Cause are in error; or (b) file a revised proposed judgment reflecting the Court's Order to Show Cause calculations. Dkt. No. 112.

Having reviewed Plaintiff's submissions and the docket herein, it is hereby ORDERED, ADJUDGED, and DECREED: That the Court enter judgment against Defendant and in favor of Plaintiff:

- i. For damages for Defendant's Breach of Contract in the amount of \$512,412.19;
- ii. For damages for Defendant's Anticipatory Breach of Contract in the amount of \$151,461.02;
- iii. For attorneys' fees in the amount of \$80,412.50;<sup>1</sup> and
- iv. For costs in the amount of \$497.97.

SO ORDERED.

Dated: November 22, 2021

New York, New York



LEWIS J. LIMAN

United States District Judge

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<sup>1</sup> As indicated in the Court's Opinion and Order at Dkt. No. 107, the Court "may only award 'reasonable' fees." Dkt. No. 107 at 19–20. Following that order, Plaintiff submitted an adjusted request for attorneys' fees that requested \$87,487.50 in attorneys' fees. Dkt. Nos. 108, 113. However, the spreadsheet that Plaintiff submitted to support this request, at Dkt. No. 111-1, reflects only \$82,487.50 in adjusted fees. The Court finds that the adjusted fee requests for work done before the Court's November 2, 2021 Opinion and Order are reasonable. With regard to work done after that Order, the Court finds that further adjustments are warranted. The Court awards 50% of Plaintiff's fee request for work done to review the Court's Opinion and Order, outline calculations, and research stock prices, and 0% of Plaintiff's fee requests for work done after that, including to update calculations, draft a proposed judgment, and review fees, because that work entailed largely fixing Plaintiff's own calculations and requests and resulted in additional erroneous calculations.